

# EXHIBIT 10

Message

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**From:** Joshua Rizack [jrizack@therisinggroup.com]  
**on behalf of** Joshua Rizack <jrizack@therisinggroup.com> [jrizack@therisinggroup.com]  
**Sent:** 3/3/2016 3:43:50 AM  
**To:** Steven Donziger [sdonziger@donzigerandassociates.com]  
**Subject:** for ecuador court order

Looks good.

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**From:** Steven Donziger <[sdonziger@donzigerandassociates.com](mailto:sdonziger@donzigerandassociates.com)>  
**Date:** Wednesday, March 2, 2016 8:20 PM  
**To:** Josh Rizack <[jrizack@therisinggroup.com](mailto:jrizack@therisinggroup.com)>  
**Subject:** for ecuador court order

let me know if i am missing anything or if you have any ideas

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**From:** Steven Donziger  
**Sent:** Wednesday, March 2, 2016 8:20 PM  
**To:** [aaron@forumnobis.org](mailto:aaron@forumnobis.org); Patricio Salazar Cordova  
**Subject:** language for motion we talked about

**Please let me know if you have anything to add to this, either in terms of language or general approach. Let's talk about this asap -- maybe Thursday if folks are available. Need to move soon. Abrazos, SRD**

Goal

We are seeking a court order that Chevron abstain from any act that might interfere with, or frustrate, the execution of the judgment in any court in the world – including any legal actions to enforce the judgment or efforts to secure financing to pay expenses to ensure successful execution of the judgment.

Basis/info in our motion

List various acts of obstruction (how specific do we need to be?):

- \*\*Suing funders Woodsford and Torvia in Gibraltar
- \*\*Attacks on lawyers, such as Donziger and Fajardo

\*\*Frivolous motions filings in enforcement actions

\*\*Now 5 years since judgment and no funds collected.

Court should Affirm

\*\*That outside financing is permitted under the law by the holders of the judgment and the entity entitled to the 10 percent (FDA), in order to execute the judgment in any jurisdiction in the world

\*\*That claimants in Ecuador are free to engage in financing transactions under private contract, with the contracts being honored by the total amount of the judgment

\*\*Such contracts are enforceable under Ecuadorian law if executed in Ecuador, and are consistent with Ecuadorian law and policy is executed in other jurisdictions